

REQUEST FOR PROPOSALS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

RFP No. 01-2016

FIRE AND RESCUE OCCUPATIONAL HEALTH SERVICES

OPENING: OCTOBER 14, 2015 AT 11:00 a.m.

**PRE-PROPOSAL CONFERENCE: SEPTEMBER 22, 2015
AT 10:00 A.M.**

BUYER: Ina B. Caplan, C.P.M.
PHONE: 410-313-6381
EMAIL: icaplan@howardcountymd.gov



Formal RFPs and RFPs Results are available on the Website:
www.howardcountymd.gov/purchasing

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A**KEY INFORMATION SUMMARY**

RFP Number:	RFP-01-2016
RFP Name:	Fire and Rescue Occupational Health Services
Issue Date:	Friday, September 11, 2015
Buyer:	Ina B. Caplan, C.P.M. icaplan@howardcountymd.gov 410-313-6381
Pre-Proposal Date:	September 22, 2015 at 10:00 A.M.
Pre-Proposal Location and Registration:	Office of Purchasing 6751 Columbia Gateway Drive, Suite #501 Columbia, Maryland 21046 Please register by contacting Rebecca Coleman at rcoleman@howardcountymd.gov
Questions Due and to Whom:	Questions are due no later than 4:00 p.m. on September 29, 2015. Submit questions to: Ina Caplan at icaplan@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	October 14, 2015 by 11:00 A.M.
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	One year with nine renewals.
Bid Deposit/ Performance Bond:	Not Applicable
EBO Subcontracting Participation:	10%

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations. www.howardcountymd.gov/purchasing

SECTION B**PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.

- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror
- 1.8 Designee – Specifically appointed alternate signatory or decision maker
- 1.9 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.10 Issuing Office – The Howard County Office of Purchasing
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 BID DEPOSIT:

- 2.1 When deemed necessary, a bid deposit may be required. This requirement is described in Section E of this solicitation. Such bid deposits shall be in the amount deemed adequate by the County. The deposit shall be a certified check, cashier's check, or treasurer's check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 Bid deposits in the form of certified checks will be returned to the unsuccessful bidders upon the award of the Agreement(s), and to the successful bidder(s) upon execution of the Agreement(s) and the meeting of bond requirements, if applicable.
- 2.3 The successful bidder's failure to execute the Agreement or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

3 RESERVATIONS:

- 3.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 3.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.

- 3.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 3.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 3.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

4 COMPETITION:

- 4.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.
- 4.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

5 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

6 DELIVERY:

- 6.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 6.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 6.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 6.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

7 GOVERNING LAW:

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 7.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 8 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 9 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 10 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 11 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 12 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 13 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 14 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 15 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 16 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 17 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 18 **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written

consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

19 AGREEMENT:

19.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample standard Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's standard Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of the proposal.

19.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

20 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

20.1 The County operates under a public information law, which permits access to most records and documents.

20.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

21 COOPERATIVE PURCHASE:

21.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

21.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

22 AWARD NOTIFICATION:

22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.

22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement* the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

23 TERMINATION:

- 23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION D

SPECIFICATIONS

1 BACKGROUND:

- 1.1 Howard County Fire and Rescue Services (“FRS”) currently consists of a uniformed staff of approximately 800 operational career and volunteer members. These members shall require an annual physical evaluation, evaluation of on-the-job injuries and illnesses, coordination of treatment of rehabilitation, and coordination and evaluation of rehabilitation progress through case management.
- 1.2 The County requires a uniquely focused occupational health medical Contractor who is experienced with the physical and emotional rigors of the public safety industry. The focus of this program shall encompass a team based approach to the health and overall wellbeing of all personnel. The Contractor shall provide a level of service which is focused on team effort to reduce occupationally induced injuries and medical conditions. The Contractor shall integrate the physical, medical, and behavioral health components and shall focus on prevention, diagnosis, treatment, and rehabilitation through a coordinated program.
- 1.3 FRS requires occupational health medical services which shall include, but are not limited to, pre-employment and entry medical evaluations, annual medical examinations, functional capacity evaluations, injury evaluation, treatment and therapy, infection control services and drug testing.
- 1.4 Goals of the program shall include but are not limited to:
 - Prevention and early recognition of occupational illness and injury.
 - Reasonable accommodations for temporarily disabled persons in the workplace.
 - Detection of health problems or risk factors needing follow up by the employee’s personal healthcare provider.
 - Protection against serious communicable diseases in the workplace.
 - Promotion of healthy and safe behavior through education, training, and counseling.
 - Provision of efficient and professional services.
 - Confidentiality of medical information.
 - Provision of responsive and responsible recommendations to management regarding occupational health issues.
 - Occupational health compliance with related federal/state regulations, county policies and procedures, and National Fire Protection Association (“NFPA”) regulations.
 - Rehabilitation and case management of injured firefighters, biomechanical monitoring of rehabilitation efforts, and coordination of “work hardening” preparation and measurement to assure successful return to work.
 - To provide a hearing conservation program.

- 2 STATEMENT OF WORK: Howard County, Maryland, (the “County”), seeks an experienced contractor in Occupational Medicine, (the “Contractor”), to provide occupational medical services to job candidates, employees and volunteers of FRS. The County reserves the right to add Police, Sheriff, Corrections as well as other public safety employees on an “as needed” basis.

3 CONTRACTOR’S REQUIREMENTS:

- 3.1 General:
 - 3.1.1 The Contractor shall use a team based approach that includes the Contractor’s administrative/medical staff and FRS personnel.
 - 3.1.2 The Contractor shall provide occupational medical services, drug testing, alcohol testing, and related services to job candidates, employees and volunteers of FRS.

- 3.1.3 The Contractor shall provide sufficient qualified medical consultants, back up physicians and support personnel to meet workload demands effectively and efficiently.
- 3.1.4 The medical staff shall be able to respond to epidemiologic changes in the health care demands of employees and applicants and to changes based on current laws, regulations, and County policies.
- 3.1.5 The Contractor shall provide a consistent and stable staff to maintain rapport with, and confidence of County personnel.
- 3.1.6 The Contractor shall be responsible for providing the needed resources for all general operational needs including administrative, clerical, or any other support to conduct a comprehensive program, including record keeping. The Contractor must be flexible with changing requirements based on current laws, regulations, and County policies.
- 3.1.7 The Contractor shall be responsible for providing continuously functional equipment including, but not limited to, the exercise treadmill. In the event that any or all equipment requires repair, maintenance or calibration, the Contractor shall provide uninterrupted service by either using working backup equipment or repaired equipment within 48 hours.
- 3.1.8 The Contractor shall supply the County with all equipment calibration reports as specified in the manufacturer's recommendations.
- 3.1.9 The Contractor shall be responsible for providing staff to ensure a high quality program and excellent customer service.
- 3.1.10 The Contractor shall be equipped with a defibrillator, oxygen, emergency drugs, IV sets, airways and other emergency supplies as needed for possible Cardio-Pulmonary Resuscitation ("CPR") and other emergencies that may be medically indicated.
- 3.1.11 At least one board certified occupational health physician shall be physically on-site Monday-Friday for a minimum of 4 hours per day during administration of physicals.
- 3.1.12 The Contractor shall provide the names and credentials of any additional occupational health physicians other than the primary physician assigned who may perform services under this contract. The proposed physicians shall have the same credentials as defined in this RFP; Section D, Paragraph 6. Once the list is approved, the Contractor cannot use or substitute other occupational health physicians unless approved in advance in writing by the County.
- 3.1.13 The Contractor shall be required upon completion of the examination to fax a copy of all associated paperwork to FRS which shall include the Thirteen Essential Job Tasks and Annual Medical Review Process Instruction forms.
- 3.1.14 The Contractor shall be required to provide immediate consultation with the firefighter upon completion of the examination if there are any abnormal findings. In addition, the firefighter shall receive a copy of the Annual Medical Review Process Instruction forms.
- 3.1.15 The County reserves the right to perform investigations, as may be deemed necessary, to insure that competent personnel and management will be utilized in the performance of the Contract.
- 3.1.16 The Contractor shall provide certified and experienced occupational health physician coverage in the event of absence of the primary occupational health physician due to illness, vacation, and medical seminars.
- 3.1.17 The Contractor shall give 30 days' notice prior to planned absences of primary medical staff, i.e. occupational health physician, cardiologist, and the Contractor shall submit to

FRS a monthly schedule of staff expected to work. The schedule shall be provided 2 weeks prior to the beginning of each month.

- 3.1.18 The primary occupational health physician shall be responsible for reviewing and initialing all consultant reports, laboratory reports and physical examination records submitted by applicants or employees, to be included in the medical files.
- 3.1.19 FRS shall provide a report to the Contractor within 30 days of the end of the fiscal year (June 30) identifying the top three categories of on-the-job injuries from the preceding year. Once the physician receives the top three on-the-job injury categories, they shall coordinate with the department to develop a plan to decrease the injuries. The plan shall include education, surveillance strategies and/or other measures. The plan shall be submitted at the end of the first quarter of the new fiscal year to FRS for review (September 30).
- 3.1.20 FRS shall enlist the primary occupational health physician in suggested strategies for reducing on the-job-injuries, as well as strategies to reduce off duty time for ill and injured employees.
- 3.1.21 The Contractor shall identify the major risks associated with this contract. For each risk, identify those activities which may be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your management plans.
- 3.1.22 The Contractor shall participate in consultation services with the County for special cases relating to candidates or employees on an “as needed” basis.
- 3.1.23 The Contractor shall be able to defend decisions and recommendations and shall be willing to provide guidance, opinion, and testimony as a legal or medical resource.
- 3.1.24 The Contractor shall assist in researching initiatives.
- 3.1.25 The County reserves the right to add additional employment medical services on an “as needed” basis.
- 3.2 Services shall include but not be limited to:
 - 3.2.1 Pre-placement assessments based upon approved medical standards; which shall include the Occupational Safety and Health Association (“OSHA”) No. 1910CFR134 required assessment form for respirator fit-testing.
 - 3.2.2 A variety of different types of examinations including, but not limited to, periodic and/or annual physicals, respirator fit-testing, post injury, return to work, and Department of Transportation (“DOT”) certification and recertification.
 - 3.2.3 Infectious disease screening and immunizations, including Hepatitis A, Hepatitis B, Hepatitis C pre-screening, HIV pre-screening, Influenza, Measles, Mumps, Rubella (MMR), Rabies, Varicella, Tetanus, Meningitis, Tetanus Diphtheria and Pertussis (TDAP), and Purified Protein Derivative (“PPD”).
 - 3.2.4 Follow-up of communicable diseases and other exposures to include collection and documentation of information, advising employees on follow up testing and treatment, and assuring full compliance of all OSHA regulations.
 - 3.2.5 Coordination by the Contractor’s case manager of communication of any altered duty status and restrictions placed upon the employee with the identified coordinator of FRS.

- 3.2.6 Review of submitted medical documentation for employees, who have been off work for a period of time, whose supervisors have requested substantiation of continued medical need for time away from work. These requests shall come from a designee of FRS.
- 3.2.7 Fitness-for-duty evaluations.
- 3.2.8 Return to work clearance.
- 3.2.9 Health counseling and training.
- 3.2.10 Medical evaluations for respiratory protection.
- 3.2.11 Case management of ill and injured workers.
- 3.2.12 Pre-employment drug/alcohol screening for DOT and non-DOT applicants.
- 3.2.13 Drug/Alcohol screening for employees.
- 3.2.14 Employee colo-rectal cancer screening.
- 3.2.15 Exposure.
- 3.2.16 Heavy metal screening.
- 3.2.17 Psychological evaluations as requested by FRS.
- 3.2.18 Chest X-Rays.
- 3.2.19 Exercise stress test with EKG-Bruce Protocol.
- 3.3 Examinations:
 - 3.3.1 The components of examinations to be performed shall depend upon the purpose of the examination and the type of position the patient holds or for which they have applied.
 - 3.3.2 The County's need for services shall vary, and examination components shall be added or deleted on an "as needed" basis.
 - 3.3.3 The Contractor's occupational medical staff shall be required to make recommendations regarding the structure of physical examinations in accordance with acceptable occupational medical standards.
 - 3.3.4 The Contractor shall maintain information regarding the components included in each type of physical, and shall be periodically requested to furnish this information to the County for review.
 - 3.3.5 Pre-placement Examinations:
 - 3.3.5.1 The purpose of pre-placement examinations include:
 - 3.3.5.1.1 To establish a baseline health status.
 - 3.3.5.1.2 To detect health problems or risk factors needing medical follow up.
 - 3.3.5.1.3 To detect conditions or impairments that impose a direct threat to health and safety in performance of job tasks.
 - 3.3.5.1.4 To comply with federal and state occupational health regulations.

- 3.3.5.2 The extent of the pre-placement evaluation is related to the required physical demands and environmental hazards of the job (see NFPA 1582, current and revised editions). Exams shall not include breast or pelvic exams for females or rectal exams for males or females.
- 3.3.5.3 If the applicant or employee requests, a same gender chaperone shall be available when a physician performs an examination.
- 3.3.5.4 A report from the applicant's treating healthcare provider shall be required for conditions that may impact performance (see NFPA 1582, current and revised editions). The applicant shall be responsible for any associated costs. If the Contractor does not agree with the recommendations of the individual's treating healthcare provider, the applicant shall be referred to one of the Contractor's specialist, at the Contractor's expense.
- 3.3.5.5 The primary occupational health physician shall review all exam reports; test reports, medical history reports associated with physical examinations, medical or psychological reports, and shall provide a written recommendation regarding medical qualification for placement in the job in question.
- 3.3.6 Periodic Examinations: The Contractor's occupational health physician shall conduct regular periodic health examinations to include annual physicals of employees in physically demanding, public safety, or safety-sensitive jobs.
 - 3.3.6.1 The purpose of the periodic health examinations include:
 - 3.3.6.1.1 To monitor changes in the employee's health status.
 - 3.3.6.1.2 To evaluate the employee's continued ability to perform essential job tasks safely and effectively.
 - 3.3.6.1.3 To detect health problems as early as possible.
 - 3.3.6.1.4 To detect medical conditions or health risk factors in need of medical follow up.
 - 3.3.6.1.5 To promote health and safety on the job; and
 - 3.3.6.1.6 To detect conditions or impairments posing a direct threat to health and safety of the employee or others.
 - 3.3.6.2 The content of periodic health examinations shall be similar to the pre-placement exam and shall be related to the physical demands and environmental hazards encountered in the position. All career and volunteer firefighters shall have annual physical examinations. Reports from treating physicians and independent consultation shall be required. The requirements for following up medical recommendations received from employees' treating healthcare providers, as stated, above for pre-placement examinations shall apply also to periodic examinations. As with pre-placement examinations, the County shall require a referral of the employee to an additional specialist if the recommendation from the employee's treating healthcare provider conflicts with the specialist who saw the employee at the Contractor's direction.
 - 3.3.6.3 The Contractor's occupational health physician shall review the results of all periodic exams and determine continued fitness for duty. The Contractor's occupational health staff shall complete an FRS check off report for normal exams. A more detailed report shall be required if job restrictions are recommended. For all County employees required to maintain a commercial

driver's license ("CDL"), the physician shall complete and sign CDL medical forms and cards. The Contractor shall provide FRS and the firefighters with a copy of the medical certificate. The occupational health contract physician's staff shall complete the documents at the firefighter's annual periodic examination.

3.3.6.4 Some employees may elect to come to the Contractor's clinic to have blood drawn in advance of the scheduled periodic examination to allow the Contractor's occupational health physician to discuss the results and any recommendations at the time of the periodic exam.

3.3.6.5 Health conditions which occurred during the course of an individual's work tenure with the County that hinder or prohibit satisfactory job performance or which present a direct threat to the health or safety of the individual or others shall be assessed on a case-by-case basis. The Contractor's occupational health physician shall determine medical fitness for duty and, if indicated, shall notify FRS and recommend specific work restrictions, modifications, or reasonable accommodation.

3.4 Laboratory Testing: Laboratory results shall be used as a tool to assist the occupational health physician in assessing the overall health status of an applicant. The battery of testing shall include the following tests as a minimum:

3.4.1 Complete Blood Count (CBC).

3.4.2 Sedimentation Rate.

3.4.3 Glucose.

3.4.4 Cholesterol (HDL & LDL).

3.4.5 Triglyceride.

3.4.6 Uric Acid.

3.4.7 Carbon Monoxide.

3.4.8 Prostate Specific Antigen (PSA) after age 40 for positive family history, if African American, or otherwise clinically indicated; after age 50 for all other male members.

3.4.9 Carcinoembryonic Antigen (CEA).

3.4.10 Electrolytes (Na, K, CL, Mg, HCO₃, or CO₂).

3.4.11 Renal Function (BUN, Creatinine).

3.4.12 Liver Function Tests (ALT, AST, Direct and Indirect Bilirubin, Alkaline, Phosphatase).

3.4.13 Hemoglobin A1C (HA1).

3.4.14 Urinalysis:

3.4.14.1 Basic:

3.4.14.1.1 Glucose.

3.4.14.1.2 Ketones.

3.4.14.1.3 Leukocyte esterase.

3.4.14.1.4 Protein.

3.4.14.1.5 Blood.

3.4.14.1.6 Bilirubin.

- 3.4.14.2 Microscopic:
 - 3.4.14.2.1 RBC.
 - 3.4.14.2.2 White.
 - 3.4.14.2.3 Casts.
 - 3.4.14.2.4 Crystals; if indicated by results of dipstick analysis.
- 3.5 The County reserves the right to add Immunizations and Vaccine Administration. FRS acquires vaccines at a discounted rate. The Contractor shall agree to receive and store shipments of these vaccines and administer them as required by FRS. The Contractor shall furnish FRS with an electronic monthly inventory report. The Contractor shall notify the FRS designee when supplies are running low, a level to be determined between the Contractor and FRS.
- 3.6 The Contractor's occupational health physician or cardiologist shall supervise exercise stress testing on a treadmill for applicants, employees, and volunteers. The treadmill testing shall be an EKG monitored exercise stress test that uses a Bruce Protocol.
- 3.7 The Contractor's occupational health physician shall supervise pre-placement and annual audiometric testing of applicants and employees with significant noise exposure as identified by the employee's department. Firefighters shall receive audiometric testing annually at their physical exams in accordance with NFPA 1582 requirements and the Contractor's occupational health physician shall verify any significant hearing change, review the hearing history, perform a limited exam if indicated, refer for further evaluation if indicated, and complete a brief check off report. The Contractor shall submit an annual report to FRS identifying the number of individuals determined to have a 10 decibel or greater shift from the audiogram of the previous year. The report shall also include information recommended by the occupational health contract physician for the individual for follow-up or reasonable accommodation.
- 3.8 The Contractor's occupational health physician shall supervise annual pulmonary function testing (spirometry) of all employees. The Contractor's occupational health physician shall review and identify any significant change, review the pulmonary history, conduct a cardio-pulmonary examination when indicated, refer for further evaluation if indicated, and complete a brief check off report. The Contractor shall submit an annual report of the number of individuals determined to have confirmed shift in their pulmonary capacity. The report shall also include information recommended for the individuals for follow-up or reasonable accommodation.
- 3.9 The County reserves the right to add respirator fit testing after the initial year of the contract. Additionally, respirator fit testing of all firefighters shall be in full accordance with the steps and requirements as specified by OSHA and using respiratory equipment designated by FRS.
- 3.10 The Contractor's occupational health physician shall supervise all vision screenings of applicants, employees, and volunteers. The vision screening shall include all components of NFPA 1582 current or revised requirements, as it applies to candidates or members.
- 3.11 Radiology (Initially as baseline and every five years thereafter unless otherwise indicated.):
 - 3.11.1 Chest X-Rays - 2 views.
 - 3.11.2 Chest X-Ray - B-Reading.
 - 3.11.3 L-S Spine X-Ray - 3 views.
 - 3.11.4 L-S Spine X-Rays - 5 views.
- 3.12 The Contractor's occupational health physician shall supervise and review all hematology and urinalysis testing for applicants, employees, and volunteers. Heavy metal testing is completed for applicants and for members of the HAZMAT and United Search and Rescue Teams (USAR) teams. Select titers shall be drawn prior to vaccine administration.

- 3.13 The Contractor's occupational health physician shall supervise the medical surveillance programs for employees and volunteers involved in HAZMAT duties. This involves a complete physical examination as well as a complete check off report.
- 3.14 The Contractor's occupational health physician shall review all results from the fecal occult blood tests ("FOBT"). Three-test cards are given to all firefighters at the time of the physical exam. The Contractor shall obtain a waiver from the laboratory services used for reading the FOBT cards. The Contractor shall supply the FOBT cards.
- 3.15 The Contractor's occupational health physician shall acquire information of emerging health risks and devise a medical clinical management and/or surveillance plan to minimize risks to FRS employees. This requirement includes new exposure risks, urgent health risks, and epidemiological issues, as well as emerging threats of bio-terrorism, or emerging pathogens.
- 3.16 The Contractor's occupational health physician shall supervise the surveillance of communicable diseases through the assessment of risk, immune status and vaccination as indicated by internal protocols.
- 3.17 The Contractor's occupational health physician shall supervise the medical surveillance of blood-borne pathogens, exposure to tuberculosis ("TB"), rabies, and other communicable diseases. This includes receiving reports of exposures, performing or assuring that baseline and follow-up testing is done, making recommendations for ongoing treatment or follow-up and completing all documentation in accordance with OSHA regulations. Completion of all required paperwork and performing follow-up and counseling of exposed employees shall be required. Training in blood-borne pathogens for the Contractor's personnel shall be provided by the Contractor, at the Contractor's cost, and the Contractor shall submit an exposure control plan to assure protection and safety for FRS personnel who receive services from the Contractor. The County reserves the right to add a blood-borne pathogens training program, provided by the Contractor, for FRS personnel after the initial term of the contract.
- 3.18 The Contractor's occupational health physician shall supervise pre-placement, periodic, and annual TB screening.
- 3.19 PPDs shall be provided to all candidates for pre-screening and for members, on a case-by-case basis.
- 3.20 Exposure: The County reserves the right to add Exposure Surveillance Testing: Pre-placement and periodic examination and testing in accordance with OSHA compliance requirements, to include the following specific laboratory testing, at a minimum:
 - 3.20.1 Chem Screen.
 - 3.20.2 CBC.
 - 3.20.3 HIV.
 - 3.20.4 Syphilis.
 - 3.20.5 Hepatitis C (HCV- RNA Test).
 - 3.20.6 Thyroid (3) T4, Uptake, T7.
 - 3.20.7 Lipids.
 - 3.20.8 PCB (serum).
 - 3.20.9 Heavy Metals.
 - 3.20.10 Chromium.

3.20.11 Blood Lead, ZPP, RBC (FEP).

3.20.12 Urinalysis.

3.20.13 Lab Profiles (CPT 86287 & CPT 86291).

3.20.14 Respirator Questionnaire (OSHA) and any surveillance follow-up based on questionnaire results.

3.21 Drug Testing:

3.21.1 DOT Commercial Driver's License Drug/Alcohol Testing:

3.21.1.1 The Contractor shall administer a random testing program in accordance with the United States Department of Transportation ("DOT") and Federal Highways Administration ("FHWA") regulations. The program must be documented and in compliance with all current and future regulations.

3.21.1.2 Services shall include: maintaining the demographic data on the random selection pool; providing a monthly listing of the total selection pool and a listing of drivers selected for random testing (names and test dates); and providing periodic reports as need for compliance with all legal requirements.

3.21.1.3 Drug Testing (Urine): All specimens must be collected in accordance with Department of Health and Human Services and Substance Abuse ("DHHS") and Mental Health Services Administration ("SAMHSA") regulations. All testing must be performed by a DHHS/SAMHSA certified laboratory for drug and alcohol testing.

3.21.1.4 Evidential Breath Testing ("EBT"): All EBT tests shall be performed by a certified breath alcohol technician in accordance with DHHS regulations.

3.21.1.5 Blood Alcohol Testing: The Contractor shall perform blood alcohol testing as required by the County. Blood alcohol tests shall conform to standard medical industry standards.

3.21.1.6 Medical Review Officer ("MRO"): MRO services shall be performed in accordance with DHHS/SAMHSA and DOT/FHWA regulations, if applicable, and by a licensed physician with knowledge of substance abuse disorders and appropriate medical training to evaluate and interpret laboratory results.

3.21.1.7 MRO services shall include, but not be limited to, receiving, reviewing, and reporting laboratory results, reviewing chain of custody forms, assisting to resolve testing problems, authorizing re-analysis of split or single specimen, discussing positive test results with drivers, receiving and evaluating documentations submitted to establish legitimate medical reasons for positive test results, evaluating (or refer for evaluation) "shy bladder" conditions, providing necessary written reports, complying with all record keeping requirements, assisting in audits, and providing testing; if test results are challenged.

3.21.1.8 Blind Proficiency Testing: The Contractor shall perform Blind Proficiency Testing in accordance with DHHS regulations. The Contractor shall purchase and submit blind performance specimens to the testing laboratory used for testing. All appropriate documentation, including written procedures and test results, shall be furnished.

3.21.2 Non-DOT Drug Testing:

- 3.21.2.1 The Contractor shall provide drug testing (urine) and MRO services as specified under the CDL license program, exclusive of reports.
- 3.21.2.2 Candidates referred for pre-placement physicals for employment as a police officer, firefighter, correctional officer, and deputy sheriff shall be tested for the following:
 - 3.21.2.2.1 Amphetamines.
 - 3.21.2.2.2 Barbiturates.
 - 3.21.2.2.3 Cannabis/Cannabinoids.
 - 3.21.2.2.4 Opiates.
 - 3.21.2.2.5 Cocaine/Cocaine Metabolites.
 - 3.21.2.2.6 Phencyclidine.
 - 3.21.2.2.7 Benzodiazepines.
 - 3.21.2.2.8 Methaqualone.
 - 3.21.2.2.9 Steroids.
- 3.21.3 All other non-DOT drug screens (pre-placement, random, reasonable suspicion) shall include:
 - 3.21.3.1 Amphetamines.
 - 3.21.3.2 Barbiturates.
 - 3.21.3.3 Cannabis/Cannabinoids.
 - 3.21.3.4 Opiates.
 - 3.21.3.5 Cocaine/Cocaine Metabolites.
 - 3.21.3.6 Phencyclidine.
 - 3.21.3.7 Benzodiazepines.
 - 3.21.3.8 Methaqualone.
 - 3.21.3.9 Rapid Read (instant) Urine Drug Tests.
 - 3.21.3.10 Steroids.
- 3.22 Upon completion of CDL examinations, the Contractor shall provide the County with the completed medical form provided under the most recent version of the Federal Motor Carrier Safety Regulation requirements set forth in 49 CFR 391.
 - 3.22.1 Approximately 434 random drug tests are conducted per year.
 - 3.22.2 Approximately 35 drug testing for cause are conducted per year.
- 3.23 Injury Care:

- 3.23.1 The County will add injury care, once a Howard County facility is established by the Contractor. The Contractor's occupational health physician shall provide emergency treatment service during all scheduled clinic operating hours. Services include, but are not limited to, emergency diagnosis and first aid treatment of injuries, illnesses, or exposures to infectious disease or hazardous materials.
 - 3.23.2 The Contractor's occupational health physician, during operating hours, shall provide medical direction to FRS supervisors regarding the appropriate treatment of on the job injuries and illnesses.
 - 3.23.3 The Contractor shall contract with an appropriate laboratory facility for all laboratory diagnostic and follow-up testing related to delivery of injury care services.
 - 3.23.4 The Contractor's designee shall provide all medical information requested by the Office of the County Attorney through the third party workers' compensation, in order to determine prior medically related conditions, or other medical factors that would affect the workers' compensation claim.
 - 3.23.5 The Contractor's designee shall coordinate work hardening activities with the County's third party workers' compensation provider and communicate rehabilitation efforts with the third party administrator case managers.
- 3.24 Rehabilitation Monitoring:
- 3.24.1 The Contractor's occupational health physician shall insure that all employees are properly rehabilitated and reconditioned from an extended absence due to injury or illness prior to release for returning to full duty. The Contractor's occupational health physician shall act as the single professional who shall coordinate medical treatment, fitness training, physical and occupational therapy, bio-mechanical measurements of progress, activities of the exercise physiologist, the interventions by the behavioral health clinical psychologist, and other behavioral specialist and physician assessments and recommendations.
 - 3.24.2 Rehabilitation of employees shall begin at the time of injury or illness. A standardized process for rehabilitation using clinical pathways will be followed based on the nature of illness/injury.
 - 3.24.3 The Contractor's occupational health physician shall monitor treatment through case management and determine when period re-evaluations are indicated, and when a safe return to work is warranted. During re-evaluations, individuals shall be re-educated about the importance of a consistent fitness program.
 - 3.24.4 The Contractor's occupational health physician shall determine when alternative duty is safe and appropriate and must monitor the individual while on alternative duty to insure optimum reconditioning and rehabilitation.
 - 3.24.5 The Contractor's occupational health physician shall be responsible for informing the FRS designee of an individual's work status.
 - 3.24.6 Return To Work ("RTW") and Restricted Duty Exams:
 - 3.24.6.1 The clinical services for this contract shall include the Contractor's ability to help the County reduce lost employee productivity due to injury or illness.
 - 3.24.6.2 The Contractor shall conduct all RTW exams.
 - 3.24.6.3 The Contractor's occupational health physician shall schedule RTW exams when necessary to remove temporary work restrictions and when updated medical information is provided from a treating physician.

- 3.24.6.4 Special requests shall be made by an employee or his/her supervisor to request a restricted duty evaluation to provide recommendations for modification of duty on a temporary basis, if the employee's personal physician has recommended modification of job duties on a temporary basis.
- 3.24.6.5 The Contractor's occupational health physician shall coordinate the follow-up of employees who are on restricted duty due to illness or injury.
- 3.24.6.6 The Contractor's occupational health physician shall be expected to act on the County's behalf to schedule RTW exams to assist in safely returning the employee to unrestricted work status as quickly as possible and medically feasible.
- 3.24.6.7 Employees are required to have a RTW exam under any of the following criteria:
 - 3.24.6.7.1 Completion of a substance abuse program.
 - 3.24.6.7.2 Limitations imposed by the employee's personal physician.
 - 3.24.6.7.3 Observations by the supervisor that indicate RTW to work may be premature or that an employee may not be capable of performing the full range of assigned duties.
- 3.24.6.8 The employee shall submit a report to the Contractor from the treating healthcare provider regarding diagnosis, treatment, prognosis, and any work restrictions. The Contractor's case manager must facilitate the receipt of this information when necessary.
- 3.24.6.9 The Contractor's case manager shall assure that individuals presenting for a RTW evaluation have brought updated medical information from their treating healthcare provider. Follow-up visits for employees on restricted duty shall focus on assisting the employee to return to unrestricted duty.
- 3.24.6.10 The Contractor's occupational health physician shall review the attending healthcare provider's report, the employee's job description, NFPA 1582 13 Essentials Job Task check off report and perform an examination as indicated.
- 3.24.6.11 The Contractor's occupational health physician shall certify whether the employee is fit to perform regular duties or whether restrictions are necessary. The contract occupational health physician shall indicate the nature and duration of any restriction(s) and complete and submit to FRS an NFPA 1582 13 Essentials Job Task check off report.
- 3.24.6.12 Fitness for Duty medical evaluations shall address the essential functions of the position the employee is being evaluated for, and shall provide information regarding the employee's limitations in performing specific job functions. The Contractor shall provide an effective format for communicating such information to the County or, in the case of Family and Medical Leave Act, qualified employees; a completed U.S. Department of Labor WH380 form is required.

3.25 Workers' Compensation:

- 3.25.1 For work related injuries and illnesses, medical reports shall be sent to FRS and the County's Department of Risk Management within 3 working days.

- 3.25.2 The Contractor's occupational health physician shall provide direct medical treatment or refer the employees to specialists, coordinating medical care with the Department of Risk Management and the County's third party workers' compensation administrator.
 - 3.25.3 Billing for treatment of work related injury and illness shall be done separately from other services provided. The Contractor shall submit bills to the County's third party workers' compensation administrator for work related evaluations and treatments of injuries and illnesses. Reimbursement for injury care services is at Maryland's workers' compensation fee scheduled rates.
 - 3.25.4 Workers Compensation is managed by a third party administrator. The Contractor's case manager must insure that all uniformed personnel are properly rehabilitated and reconditioned prior to returning to full duty from extended absences due to injury and illness.
 - 3.25.5 For work related injuries/illnesses, the Contractor must file copies of medical documentation with the County's Risk Management Office and third party workers' compensation administrator.
 - 3.25.6 The Contractor's case manager must communicate and cooperate with those case managers as needed. All billing for on the job injuries and illnesses must be done by the Contractor and submitted to the County's Risk Management Office and third party workers' compensation administrator.
- 3.26 Reporting: After completion of the examination and related testing, the Contractor shall provide results as follows:
- 3.26.1 Examinations without Laboratory or Radiology: Immediate notification (same day) to the County, via telephone, facsimile or email. Written confirmation within three working days by the examining occupational health physician stating that in their professional judgement and based on available information, the applicant is physically suited for the position for which they have received a conditional offer of employment.
 - 3.26.2 Examinations with Laboratory and/or Radiology: Immediate notification (same day) to the County, via telephone, facsimile or email that the examination has been completed. Notification within five working days, via telephone, facsimile, email and written notification within ten working days, stating that in their professional judgement, and based upon available information, the applicant is physically suitable for the position for which they received a conditional offer of employment.
 - 3.26.3 The Contractor shall provide immediate notification to the County via phone, facsimile or email if after any examination, the occupational health physician sends or recommends sending the firefighter for additional medical evaluation.
 - 3.26.4 The Contractor shall provide the applicant or employee with a complete copy of the medical report. The Contractor shall provide the County with notification within ten working days via email or fax that certifies that the individual is able to perform the essential functions of the proposed job with or without accommodation.
 - 3.26.5 When Hepatitis B titre testing and/or Hepatitis C testing are performed, the Contractor shall provide written notification of the test results to the County via fax or email within ten working days.
 - 3.26.6 "No Hire" Recommendations: When the results of either of the above examinations results in a recommendation not to hire an applicant for medical reasons, the County shall be notified immediately by telephone. Such recommendations shall be consistent with the requirements of the Americans with Disabilities Act (ADA) and shall be medically and legally defensible. Written confirmation shall be provided within five working days by the examining occupational health physician, stating that in their professional judgement

and based upon available information, the applicant is physically unsuitable for the position they were selected to fill. Written confirmation shall be in narrative report form, outlining objective physical findings supporting the recommendation.

3.26.7 Drug Testing Results: In the event the drug testing results are reported as positive, the County shall be notified immediately by telephone. Written confirmation of all drug testing results, a package consisting of a report of the final results; signed by the MRO, and a copy of the fully executed chain of custody form, shall be provided to the County within five working days on positive drug testing results and within five working days on negative drug testing results.

3.27 Medical Records: The Contractor shall serve as the custodian of individual medical records. A copy of all records shall be transmitted to the appropriate facility if and when a different sub-contractor is utilized. All procedures and laws concerning the confidentiality of the medical records must be followed. The Contractor shall be responsible for releasing medical records as required by law. The County shall be notified of any intent to destroy records 30 days prior to destruction. All medical records shall be made available to the County upon request.

3.28 Location and Hours: The Contractor's services during the initial contract term shall be available in a location within a maximum of 35 miles of the George Howard Building, 3430 Courthouse Drive, Ellicott City, Maryland 21043, utilizing MapQuest, with the requirement of obtaining a fully operational occupational healthcare services center, located within Howard County, within a year of being awarded the contract. During the initial term of the contract, if the Contractor is located outside of the County, candidates, employees and volunteers will receive annual and periodic physical examinations only. The County will add injury care and other services as required in this RFP once a Howard County Facility is established by the Contractor.

3.28.1 Physical examinations and medical services shall be available, at a minimum, during the hours of 7:00 A.M. - 5:00 P.M. Monday through Friday. There shall be additional hours of service required to accommodate our volunteer corporation personnel, which shall incorporate a weekend day (Saturday) as agreed upon.

3.28.2 The maximum waiting period shall not exceed 15 minutes from the time the employee arrives at the facility. The maximum time of the appointment shall not exceed 3 hours.

4 PRE-PROPOSAL CONFERENCE:

4.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.

4.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.

4.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Rebecca Coleman, rcoleman@howardcountymd.gov and referencing this solicitation and number.

4.4 If there is a need for language interpretation and/or other special accommodations, please advise Rebecca Coleman, rcoleman@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

5 INQUIRIES AND ADDENDA:

5.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than 10 days prior to the bid opening.

- 5.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page.

6 CONTRACTOR'S QUALIFICATIONS:

- 6.1 The Contractor must be engaged in an occupational health medical practice which is capable of separating occupational health and urgent care needs within their practice. This includes a dedicated occupational health physician, staff, examination rooms, and separate entrance.
- 6.2 The Contractor must be engaged in the medical evaluation and rehabilitation of firefighters and must have been actively engaged in providing medical evaluations and rehabilitation in accordance with NFPA 1582 and the International Association of Firefighters/International Association of Fire Chiefs (IAFF/IAFC) Joint Labor Wellness/Fitness Initiative for a period of no less than five years. The experience of owner(s) may be newly formed provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
- 6.3 The Contractor shall be capable of providing back up occupational health physicians and support personnel with expertise and experience in occupational medicine and medical supervision of an occupational health program to meet workload demands effectively and efficiently.
- 6.4 The Contractor shall have thorough knowledge of fire, rescue and emergency medical services job activities, physical demands of fire and rescue work, and the stresses and exposures associated with the occupation.
- 6.5 The Contractor shall be knowledgeable of the job requirements and physical rigors of other public safety jobs (Police, Sheriff, and Corrections), and the federal requirements of positions covered by DOT.
- 6.6 The Contractor shall supply licensed and certified medical staff (medical director, physicians, physician assistants, registered nurses/licensed practical nurses, nurse practitioners/physical assistant, physical therapist, etc.).
- 6.7 Medical support staff shall have 5 years' experience in occupational medicine.
- 6.8 Occupational health physicians performing NFPA 1582 firefighter examinations and providing recommendations regarding the patient's ability to perform work for the County shall have a minimum of 10 years' experience with occupational health examinations related to fire and rescue work.
- 6.9 The Contractor shall provide occupational health physicians who have graduated from medical school in the United States or Canada or, possess a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) or have possessed the Medical Council of Canada Evaluating Examination (MCCEE).
- 6.10 The Contractor shall provide only staff licensed to practice medicine in the State of Maryland.
- 6.11 Contractor's medical staff performing drug and/or alcohol testing shall remain updated on all procedures, guidelines, and protocols regarding current DOT requirements.
- 6.12 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 6.13 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and

responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 1, 2016 or after approval and proper execution of the Agreement documents, with a renewal option for nine additional years, in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.
- 8 ESTIMATED CONTRACT VALUE: The estimated contract value group for this contract is E as defined by the schedule below:
 - A - \$30,000 to \$75,000
 - B - \$75,001 to \$100,000
 - C - \$100,001 to \$250,000
 - D - 250,001 to \$500,000
 - E - \$500,001 to \$1,000,000**
 - F - Over \$1,000,000
- 9 PRICE ADJUSTMENT:
 - 9.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
 - 9.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
 - 9.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
 - 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 10 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 11 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add or delete items on an "as needed" basis.
- 12 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
 - 12.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.

- 12.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
 - 12.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
 - 12.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
 - 12.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured must be shown on the certificate.
 - 12.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
 - 12.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
 - 12.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.
 - 12.9 If any medical services are provided by employees or subcontractors of the Contractor, Professional Liability/Medical Malpractice coverage with limits of at least \$1,000,000.00 per claim in a form acceptable to the County is also required: The Contractor or subcontractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three years after substantial completion of the Agreement.
- 13 METHOD OF ORDERING:
- 13.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
 - 13.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 14 EVALUATION OF OFFERS:
- 14.1 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in descending order of importance:
 - 14.1.1 Experience and technical competence of the Contractor in performing FRS occupational health medical services; specifically NFPA 1582 pre-employment and annual physicals, CDL evaluations, fitness for duty evaluations, injury care, rehabilitation and drug testing.

- 14.1.2 Experience and technical competence of the occupational health physicians providing FRS occupational health medical services; specifically NFPA 1582 pre-employment and annual physicals, CDL evaluations, fitness for duty evaluations, injury care, rehabilitation and drug testing.
- 14.1.3 Qualifications of Contractor, occupational health physicians and medical staff based on resumes.
- 14.1.4 Proposed plan and team approach for completing each of the required tasks including the individuals who will be assigned to complete the tasks.
- 14.1.5 Contractor's contingency plan in the event there is a failure of the required equipment to complete the stress test.
- 14.1.6 Contractor's contingency plan for a Contractor physician's unscheduled absence.
- 14.1.7 Identified risks associated with this agreement.
- 14.1.8 Completeness of proposal.
- 14.1.9 Price.
- 14.2 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions. Contractors shall reserve November 12th and November 13, 2015 on their calendars for possible oral discussions.
- 14.3 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 14.4 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 14.5 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.
- 15 BILLING AND PAYMENT:
 - 15.1 The Contractor shall submit separate invoices monthly for each Purchase Order issued. Invoices shall be sent to the Department of Fire and Rescue Services, 6751 Columbia Gateway Drive, 4th Floor, Columbia, Maryland 21046. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
 - 15.2 Each invoice shall include the following information:
 - 15.2.1 Contractor's name.
 - 15.2.2 Address.
 - 15.2.3 Federal tax identification number.
 - 15.2.4 Contract number, if applicable (i.e., 44XXXXXXXX).
 - 15.2.5 Purchase Order number (i.e., 2XXXXXXXX).
 - 15.2.6 Contract line number.
 - 15.2.7 Unit price and extended price (unit price must match a contract line); and

- 15.2.8 Itemization of all services including date of service, employee or candidate's name, type of examination performed, each component of the examination, career or volunteer firefighter, and the amount charged for each component.
- 15.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 15.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 15.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 15.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 15.7 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.
- 15.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.**
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 The Foreign Services Disclosure Form must accompany proposal for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.6 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).
- 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and four copies of the complete proposal, to the Issuing Office no later than the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:

2.1 Technical Submittal

- 2.1.1 Section F, (Technical Proposal Pages)
- 2.1.2 Section F, (Contract Qualification Information)
- 2.1.3 Section H, (Affidavit)
- 2.1.4 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
 - 2.1.4.1 A brief overview of the company.
 - 2.1.4.2 The name, title, address and telephone number of person(s) who will be assigned to perform services under this Agreement.

- 2.1.4.3 Summaries of at least three government contracts for which the Contractor has conducted this service during the past five years (a maximum of two pages for each summary) similar and size and scope. Include an overview of the contract, outcomes, successes, challenges, etc.
- 2.1.4.4 Identify major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your proposal and managements.
- 2.1.4.5 A proposed plan and team approach as required for completing each of the required tasks including the individuals who will be assigned to complete the tasks.
- 2.1.4.6 A proposed contingency plan for unexpected staff absences including the occupational health physician and all other medical staff.
- 2.1.4.7 A proposed plan to meet the requirements for malfunctioning equipment.
- 2.1.4.8 A copy of the medical accreditation of the facility and the organization including the licenses to practice medicine in the State of Maryland.
- 2.1.4.9 Resumes of key corporate personnel.
- 2.1.4.10 Resumes/credentials of occupational health physicians who will perform the services required. Credentials may be subject to verification.
- 2.1.4.11 Copy of current State of Maryland Physician's License shall be included in proposal response.
- 2.1.4.12 Copy of Physician's Board Certification of medical specialty in Occupational Health shall be included in proposal response.
- 2.1.4.13 Copies of current licenses to practice in the State of Maryland for all other assigned key professional staff.
- 2.1.4.14 The proposed examination schedule including methods and procedures as to how the schedule will be maintained.
- 2.1.4.15 A list of subcontractor (or referrals) who may be used to conduct any services specified in the proposal. Indicate service to be rendered.
- 2.1.4.16 The name and address of the testing laboratory used for Commercial Driver's License (CDL) urine drug testing. Attach written split specimen collection procedures and a listing of designated collection sites.
- 2.1.4.17 A list of evidential breath testing (EBT) sites and provisions for proving such service at various locations. Attach written procedures for EBT testing.
- 2.1.4.18 Written chain of custody procedures to be used in the drug screening processes. Documentation shall be legally sufficient; shall encompass and be binding on any subcontractor that may be used to conduct the actual drug screen testing; and must define the collection testing and storage of specimens.
- 2.1.4.19 Additional facts concerning your organization that you feel are critical in evaluating your proposal.

2.2 Price Submittal

- 2.2.1 Section G, (Price Proposal Pages)
- 2.2.2 Section I, (Equal Business Opportunity Participation)
- 2.2.3 Section J, (Wage Requirement)

- 3 ELECTRONIC AND HARD COPIES: Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information [Section C, Paragraph 20], be added to the electronic copy.
- 4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 15.2.
- 5 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.

SECTION F

TECHNICAL PROPOSAL COVER PAGE

TITLE: Fire and Rescue Occupational Health Services

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☐ YES ☐ NO

(The County reserves the right to request such documentation, if desired, at a later date.)

Delivery Time after Receipt of Order: _____

(This delivery time will be considered in determining the award.)

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards: ☐ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

SECTION F
TECHNICAL PROPOSAL

COMPANY NAME: _____

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. To check for addenda go to: www.howardcountymd.gov/purchasing

Number: _____	Date: _____	Number: _____	Date: _____
Number: _____	Date: _____	Number: _____	Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**CONTRACTOR'S QUALIFICATION INFORMATION**

COMPANY NAME: _____

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided occupational health medical services and rehabilitation of public safety personnel during the past five years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: 5 year minimum)

3. Mandatory – Complete a. or b. as applicable:

- a. Medical school from which the Occupational Health Physician graduated:

[] United States

[Canada]

b. Certificate the Occupational Health Physician possesses:

☐ ECFMG

☐ MCCEE

Note: Copy of diploma or certificate is required with proposal response.

4. Occupational Health Physicians' Maryland State Medical License Number _____
(copy of license required with proposal response).

5. Board Certification in Occupational Health: ☐ Yes ☐ No
(copy of license required with proposal response).

6. The address of the facility where examinations shall be conducted is within 35 miles of the George Howard Building, 3430 Courthouse Drive, Ellicott City, Maryland 21043

Yes: ☐ Attach MapQuest driving directions documenting location is within 35 miles of the George Howard Building, 3430 Courthouse Drive, Ellicott City, Maryland 21043

No: ☐ Location is not within 35 miles of the George Howard Building, 3430 Courthouse Drive, Ellicott City, Maryland 21043

7. Confirmation that you shall acquire an occupational health medical facility located in Howard County within one year of a contract award.

Yes: ☐ No: ☐

SECTION G

PRICE PROPOSAL COVER PAGE

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Fire and Rescue Occupational Health ServicesNIGP CODE/PRODUCT CODE: 94874 Health Related Services, Professional Medical Services

ITEM NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	U/M	*UNIT PRICE	*EXTENDED PRICE
1.	Medical History/Physical Exam	600	EA	\$	\$
2.	Vision (TITMUS)/Color perception	600	EA	\$	\$
3.	Vision Snellen	600	EA	\$	\$
4.	Audiogram	600	EA	\$	\$
5.	Chest X-Ray (2 views)	600	EA	\$	\$
6.	Chest X-Ray B-Reading	50	EA	\$	\$
7.	L-S Spine X-Ray (3 views)	50	EA	\$	\$
8.	L-S Spine X-Ray (5 views)	50	EA	\$	\$
9.	PPD –TB (Mantoux)	600	EA	\$	\$
10.	EKG (Resting)	600	EA	\$	\$
11.	Bruce Treadmill EKG (Stress)	600	EA	\$	\$
12.	Hepatitis B Titer	600	EA	\$	\$
13.	Hepatitis C Screen	600	EA	\$	\$
14.	Tuberculin Skin Test, 1 st test	600	EA	\$	\$
15.	Tuberculin Skin Test, 2 nd test	600	EA	\$	\$
16.	Pulmonary Function Test	600	EA	\$	\$
17.	DOT Medical Exam	450	EA	\$	\$
18.	Drug Test (DOT)	450		\$	\$
19.	Drug Test (Non DOT)	250	EA	\$	\$
20.	Drug Testing (8 panel)	200	EA	\$	\$
21.	Rapid Read Drug Test	100	EA	\$	\$
22.	Alcohol Breath test	100	EA	\$	\$
	Blood Laboratory Testing:				
23.	CBC	600	EA	\$	\$
24.	Sedimentation Rate	600	EA	\$	\$
25.	Glucose	600	EA	\$	\$
26.	Blood Urea nitrogen	600	EA	\$	\$
27.	Creatinine	600	EA	\$	\$
28.	Cholesterol HDL	600	EA	\$	\$
29.	Cholesterol LDL	600	EA	\$	\$
30.	Triglycerides	600	EA	\$	\$
31.	Uric Acid	600	EA	\$	\$
32.	Sodium	600	EA	\$	\$
33.	Potassium	600	EA	\$	\$
34.	Chloride	600	EA	\$	\$
35.	CO	600	EA	\$	\$
36.	PSA	220	EA	\$	\$
37.	Carcinoembryonic Antigen (CEA)	600	EA	\$	\$

38.	Electrolytes (Na,K,CL,Mg,HCO3, or Co2)	600			
39.	Renal Function(BUN, Creatinine)	600			
40.	Liver Function Tests (ALT, AST, Direct and Indirect Bilirubin, Alkaline, Phosphatase)				
41.	Hemoglobin	600			
42.	Urinalysis <ul style="list-style-type: none"> • Basic • Microscopic 	600	EA	\$	\$
	<i>Exposure Surveillance Testing:</i>				
43.	Chem Screen	110	EA	\$	\$
44.	CBC	110	EA	\$	\$
45.	HIV	50			
46.	Thyroid	110	EA	\$	\$
47.	Syphilis	50			
48.	Rapid Test Hepatitis C (HCA-RNA Test)	50			
49.	Thyroid (3) T4, Uptake, T7	50			
50.	Lipids	110	EA	\$	\$
51.	PCB (serum)	110	EA	\$	\$
52.	Urinalysis	110			
53.	Lab Profiles (CPT 86287&CPT 86291)	110			
54.	Respirator Questionnaire (OSHA) and any surveillance follow-up based on questionnaire results.	110			
55.	Heavy Metals	110	EA	\$	\$
56.	Chromium	110	EA	\$	\$
57.	Blood Lead	110	EA	\$	\$
*Total Proposal Price				\$	

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION H**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

Rev. 09/25/2013

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

Howard County - Equal Business Opportunity List of Firms A-Z
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.

Revised 12/20/2013



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY

EBO APPROVAL

CONTRACT TITLE:		
SOLICITATION #	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:		
ADDRESS:		PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:
		CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- ***EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

Revised 12/20/2013

Buyer Initial

SECTION J Information on Howard County, Maryland's Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 22, 2014, the Federal HHS Poverty Guideline was published as \$23,850 for a family of 4 (www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$23,850 = \$29,812.50 \qquad \$29,812.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \text{\$14.33 per hour}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new Federal HHS Poverty Guidelines are published next January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub-Contr.	Section 1: Exemptions	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a public entity.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a regulated public utility.	
<input type="checkbox"/>	<input type="checkbox"/>	Contract was awarded under a cooperative procurement with another government or organization of governments.	
Check here <input type="checkbox"/> if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.			

Section 2: Certifications	<ul style="list-style-type: none"> If you checked any exemptions in Section 1, skip this section and continue to Section 3. If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.
----------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
---------------------------------------	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Fire and Rescue Occupational Health Services		Buyer's Initials: IBC
	Contract No:	Renewal No.	
	Capital Project No: N/A	Contract Term:	

EXHIBIT I HOWARD COUNTY, MARYLAND AGREEMENT

THIS AGREEMENT made by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services] [provide the goods] for the _____ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

- 2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:

in accordance with the unit prices set forth in the Proposal.

in accordance with the Select One attached hereto as Attachment A.

the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)

an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.

an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.

- 2.2. The Contractor shall submit invoices to the County: Select One. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Contract number (the first two digits are 44XXXXXXXX)
- Purchase Order number (the first digit is 2XXXXXXXXX)
- Contract line number
- Unit price and extended price (the unit price must match a line on the contract)
- Description of goods provided and/or services performed.

- 2.2.1 The proper form of County invoices requires that the necessary information be included on all invoices.

- 2.2.2 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

- 2.2.3 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 2.3. This Agreement shall be effective according to the following:
MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

- 2.4. The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

3. Contractor's Representations and Warranties The Contractor hereby represents the following:

- 3.1. The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.
- 3.2. The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 3.3. The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 3.4. Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.
- 3.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 3.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4. Termination

- 4.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 4.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

5. Remedies for Default

- 5.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:
 - a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
 - b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
 - c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 6.2. Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power

and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.
9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.
10. Ethics
 - 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
 - 10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification
 - 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
 - 13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
 - 13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions and/or this Agreement, the terms set forth in the Agreement shall govern.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
 - 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.
 - 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
20. Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.
21. Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY: Contact Name, address and telephone number

FOR THE CONTRACTOR: Contact Name, address and telephone number

22. No Waiver, Etc No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]
[Insert Title]

Print Name : _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Allan H. Kittleman
County Executive
Purchasing Agent for Howard County Health Department

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2015:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merdon
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

ATTACHMENT A
SERVICES TO BE PERFORMED

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS*Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
- b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee;
- c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
- b. Ceremonial gifts or awards that have insignificant monetary value;
- c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
- d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
- e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
- f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
- g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
- h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made between Howard County, Maryland, a body corporate and politic, (the County), and [Contractor name] (the Contractor).

WHEREAS, pursuant to mandated compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), certain parties are required to enter into a Business Associate Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, including the mutual reliance of the parties on compliance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PURPOSE AND SCOPE

A. The County and the Contractor enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and its implementing regulations (45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (MCMRA).

B. This Agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Agreement.

II. DEFINITIONS

A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 45 CFR Parts 160 and 164, and as set forth in subsection B of this section.

B. As used in this Agreement the following terms have the meanings indicated:

1. "County" means Howard County, Maryland.

2. "Designated Record Set" means a group of records maintained by or for the County that is (i) the medical records and billing records about individuals maintained by or for the County, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the County to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the County. (45 CFR §164.501.)

3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §160.103.)

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)

5. "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-Gen., §4-301, et seq.

7. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

8. "Protected health information" as defined in the Privacy Rule §§ 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the County.

9. "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information, that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.

10. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR § 164.501.)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

1. Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the County as specified in the Primary Agreement, provided that the use or disclosure would comply with the Privacy Rule if done by the County, is consistent with the MCMRA, and complies with the County's privacy practices and procedures, if applicable.

2. Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor;

3. Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Agreement, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:

a. the disclosure is required by law;

b. the Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

c. the third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and

4. Use protected health information to provide data aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(a)(1).

IV. CONTRACTOR REQUIREMENTS

A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in Section III of this Agreement, including:

1. Limiting the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Agreement and to otherwise achieve the purposes of the use and disclosure;

2. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the County with a written description of these steps, and allowing representatives of the County access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and

3. Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act.

B. The Contractor agrees to:

1. Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of protected health information by Contractor in violation of the requirements of this Agreement;

2. Report to the County any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within five (5) days of the time it becomes aware of the use or disclosure;

3. Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the County;

4. Provide access, at the request of the County, and in the time and manner directed by the County, to protected health information in a designated record set maintained by the Contractor, to the County or, as directed by the County, to an individual in order to meet the requirements under 45 CFR § 164.524;

5. Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an individual, and in the time and manner directed by the County;

6. Make available to the County, in a time and manner directed by the County or designated by it, any protected health information received from, or created or received by Contractor on behalf of the County, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of determining the County's compliance with the Privacy Rule;

7. Document disclosures of protected health information and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR § 164.528; and

8. Provide to the County or an individual, in time and manner directed by the County, information collected in accordance with subsection (7) of this section, to permit the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

C. Upon termination of the Primary Agreement, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the County to the Contractor, or created or received by the Contractor on behalf of the County pursuant to the Primary Agreement will be destroyed or returned to the County.

V. TERM AND TERMINATION

A. This Agreement shall be effective as of the date set forth above. It shall remain in effect unless otherwise terminated for the entire term of the Primary Agreement including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

B. Upon the County's knowledge of a material breach by Contractor, the County will either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the County;
2. Immediately terminate this Agreement for cause if the Contractor has breached a material term of this Agreement and cure is not possible; or

C. Effect of Termination of this Agreement.

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. If the County agrees that return or destruction of protected health information is unfeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

D. The County's termination of this Agreement for cause pursuant to this subsection V may be viewed by the County as a breach of the Primary Agreement and grounds for termination in accordance with the default termination clause of the Primary Agreement.

VI. NOTICE PROVISIONS

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage pre-paid, to the other parties by certified mail, return receipt requested to the following:

FOR THE SERVICE PROVIDER

FOR THE COUNTY

VII. MISCELLANEOUS

A. A reference in this Agreement to a section in the Privacy Rule means the section in effect at time of execution and as amended from time to time thereafter.

B. The parties agree to take such action to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.

D. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

E. The parties agree that this Agreement shall not be assignable, except by written approval, in advance, by the County.

VIII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the County, it becomes a holder of medical records information under the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-Gen. §§4-301 et. seq.) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for

protected health information, the Contractor shall comply with the more restrictive protection requirement.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]

[Insert Title]

Print Name : _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Allan H. Kittleman
County Executive
Purchasing Agent for Howard County Health Department

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2015:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merdon
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

EXHIBIT II
SAMPLE INVOICE

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #:

44XXXXXXXX

Purchase Order #:

2XXXXXXXXX

Performance Period:

__/__/13-__/__/14

(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantit y	Extended Price
Total							

Payment Terms:

Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name*

Address

Address

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.***